

DOCKET NO: FST-FA-04-4002519-S : SUPERIOR COURT
SARA LITTLEFIELD : J.D. OF FAIRFIELD
VS. : AT STAMFORD
JACK LITTLEFIELD : JUNE 19, 2012

PLAINTIFF'S MOTION FOR CONTEMPT, POST-JUDGMENT

The Plaintiff respectfully shows as follows:

1. The parties were divorced by Judgment of Dissolution dated July 15, 2005
(Novack, J.), which Judgment incorporated a Separation Agreement executed by the parties on same date. There is one child of the marriage, Jack Henry Littlefield who is eleven years old.

2. Paragraph 5.6 of the parties' Separation Agreement outlines the division of child care/extracurricular activities/summer day camp costs for the minor child as follows:

For as long as the Husband is obligated to make support payments pursuant to either Paragraph 5.1 or 5.2 above, both parties shall equally share the cost of reasonable childcare and/or au pair cots, extracurricular activities and summer day camp for the child, providing both agree on the particular activity or camp.

3. Defendant has failed and refused to reimburse the Plaintiff his share of the cost of various child care related expenses, afterschool expenses, sports expenses and other camp expenses in the total amount of \$4,942.55. These expenses span from 2009 to the present day and despite her repeated requests for reimbursement, Defendant refuses to comply. A detailed list of the childcare expenses, sports activities expenses and summer camp expenses for which reimbursement is owed is attached hereto as Exhibit "A."

4. Paragraph 8.2 of the parties' Separation Agreement outlines the division of uninsured health related expenses for the minor child as follows:

The parties shall equally pay, for the benefit of the child, reasonable uninsured medical, optical, surgical, hospital, psychiatric, psychological and nursing expenses, and the cost of prescriptive drugs ("medical expenses" and dental and orthodontia expenses so long as the child is covered under the Husband's policy, provided, however, that no psychiatric or psychological or orthodontia expenses or elective surgery or treatment shall be incurred without the mutual consent of the parties, which consent shall not be unreasonably withheld.
5. Defendant has failed and refused to reimburse the Plaintiff his share of the cost of various unreimbursed medical expenses for the child in the amount of \$242.59. A detailed list of the medical expenses for which reimbursement is owed is found on Exhibit "A."
6. Defendant's willful conduct has prejudiced the Plaintiff.
7. Moreover, Defendant has failed to comply with his life insurance obligations.
8. Paragraph 9.1 of the parties' Separation Agreement states as follows:

The Husband will assign to the Wife ownership of his Northwestern Mutual Life insurance Policy #11995217 with a face value of \$150,000.
9. Defendant has failed to maintain this policy and upon information and belief, Defendant currently owes \$7,940 to make the policy current. His willful conduct places Plaintiff in great jeopardy.
10. In addition, Defendant was to retain ownership of a Northwestern Mutual Life Insurance Policy with a face value of \$100,000. Paragraph 9.2 of the parties' Separation Agreement outlines this obligation:

The Husband will retain ownership of his Northwestern Mutual Life Insurance Policy #12516487 with a face value of \$100,000.

11. Plaintiff is unaware if Defendant still maintains this policy despite Defendant's obligation to furnish to Plaintiff proof of his current life insurance policies.

Paragraph 9.4 of the parties' Separation Agreement states as follows:

The Husband agrees to furnish the Wife upon her request proof that he is insured with the specified companies in the specified amounts and that the beneficiary of said insurance policies is as required by this Agreement.

12. In addition, Defendant was to apply for additional life insurance in the amount of \$500,000 pursuant to paragraph 9.3 of the parties' agreement as follows:

The Husband further agrees to forthwith make application for an additional \$500,000 of life insurance naming the Wife as beneficiary and to use his best efforts to secure this additional coverage, provided it is available to him at a reasonable cost. The Husband shall maintain said life insurance in full force and effect for as long as he is obligated to contribute to the child's support and education pursuant to Article V and VII. In the event that the Husband fails to comply with the provision of this paragraph, the Stamford Superior Court shall reserve jurisdiction to determine the amount of life insurance the Husband shall provide for the Wife to secure his obligations under this Agreement.

13. Plaintiff is unaware if Defendant has ever applied for additional life insurance or if he has ever secured additional life insurance.
14. It is imperative that Plaintiff have all the information concerning Defendant's life insurance policies and that she understands the extent to which Defendant is insured. Furthermore, it is crucial that Defendant remain current on his life insurance policies and provide regular proof of his compliance going forward.
15. Defendant's failure to comply with his obligations concerning his life insurance is unjustified and willful and has prejudiced the Plaintiff.
16. Finally, pursuant to an Order of Judge Schofield, dated September 6, 2011, the parties were to create a calendar for the year 2012 detailing the specific visitation

dates for the Defendant and the parties' child to enable the Court to have a very clear and well defined access schedule. The Court stated as follows:

"I want to make certain that this Court has a well defined parenting plan. I do not want a sketchy holiday visitation. I want it set in stone. And I want it written and I want it signed and I want the parties to return to this Court to acknowledge it. And the Court will accept it as an order of the Court."

17. Attorney Bennett, the child's Guardian at Litem, recommended that Lacey Bernier be the parenting coordinator and the Court accepted that. Plaintiff had two meetings with Ms. Bernier and Plaintiff spent \$900.00 in order to create a visitation calendar as Ordered by the Court. Further, Plaintiff paid \$2,500 for a retainer for Kirk Bennett for the sole purpose of creating the calendar as per the Order of the Court. Ultimately, the visitation calendar was completed through further efforts of Plaintiff and Attorney Richard Stewart, Plaintiff's attorney at the time and said calendar was submitted to all parties for approval and subsequent ratification by the Court. Despite Plaintiff's efforts, and despite the costs Plaintiff incurred to create the calendar, Defendant unjustifiably refused to approve the calendar and as such, the calendar was never presented to the Court for ratification.
18. To date, despite repeated requests and contrary to the Order of this Court, Defendant has still refused to approve the visitation calendar.
19. Plaintiff respectfully submits that having a clear access schedule will alleviate enormous stress on all parties involved and would be in the best interest of the Child.
20. As such, Plaintiff respectfully requests that Defendant be ordered to comply with Judge Schofield's directive and approve the calendar for the remainder of 2012 so

it may be ratified entered as a Court order and so the parties may have a clear and definite visitation schedule to rely on.

WHEREFORE, it is respectfully requested that the Court enter the following orders:

1. Granting Plaintiff's Motion for Contempt and assessing a money Judgment in her favor in the amount of \$4942.55 for unreimbursed childcare expenses, unreimbursed sports activities expenses and unreimbursed summer camp expenses;
2. Granting Plaintiff's Motion for Contempt and assessing a money Judgment in her favor in the amount of \$242.59 for unreimbursed health related expenses;
3. Ordering Defendant to provide any and all information concerning his current life insurance policies;
4. Ordering Defendant to provide proof of his application for further life insurance coverage;
5. Ordering Defendant to make current his existing life insurance policies and to provide regular proof of same to Plaintiff going forward;
6. Ordering Defendant to approve the 2012 visitation calendar so the parties may submit same to the Court to be made a Court Order;
7. Awarding Plaintiff counsel fees referable to the prosecution of this motion; and
8. Granting Plaintiff such other further relief as this Court deems just and proper.

THE PLAINTIFF
SARA LITTLEFIELD

By: _____
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Westport, CT 06880
(203) 557-0557
Juris No. 427177

ORDER

The foregoing Motion having been heard, it is hereby GRANTED/DENIED.

BY THE COURT

Judge/Assistant Clerk

CERTIFICATION

This is to certify that a true and correct copy of the foregoing has been sent via facsimile, on the date hereof to:

VIA FACSIMILE (203) 327-5466
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Stamford, CT 06905

VIA FACSIMILE (203) 762-3827
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Stacey Rosenberg, Esq.
Commissioner of the Superior Court

EXHIBIT “A”